BILL NO. S-83-08-54

SPECIAL ORDINANCE NO. S-183-83

AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Weikel Line Company, Street Lighting Improvement Res. #174-83 - Hoagland-Masterson Neighborhood.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. The annexed Contract, made a part hereof, by the City of Fort Wayne by and through its Board of Public Works and Weikel Line Company, Street Lighting Improvement Res. #174-83 - Hoagland-Masterson Neighborhood, is hereby ratified, and affirmed and approved in all respects. The work under said Contract requires:

> the installation of ornamental street lighting in Hoagland Masterson Area, N.S.A. more specifically defined as Brandriff Street from Hoagland Avenue to Webster Street, Webster St. from Melita Street to Harrison Street, Masterson Avenue from Hoagland Avenue to Harrison;

the Contract price is Ten Thousand Five Hundred Twenty-Eight and 80/100 Dollars ($10,528.80).

SECTION 2. Prior Approval was received from Council with respect to this Contract on August 9, 1983. Two (2) copies of the Contract attached hereto are on file with the City Clerk, and are available for public inspection.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Victure Scruggs
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Scruggs, seconded by Gia Quinta, and duly adopted, read the second time by title and referred to the Committee City Utilities (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19__, at _____ o'clock ___.M.,E.S.T.

DATE: 8-23-83 Sandra E. Kennedy
CITY CLERK

Read the third time in full and on motion by Scruggs, seconded by Bradbury, and duly adopted, placed on its passage. PASSED (~~LOST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	9				
BRADBURY	✓				
BURNS	✓				
EISBART	✓				
GiaQUINTA	✓				
SCHMIDT	✓				
SCHOMBURG	✓				
SCRUGGS	✓				
STIER	✓				
TALARICO	✓				

DATE: 9-13-83. Sandra E. Kennedy
- CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP)~~ ~~(GENERAL)~~ ~~(ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ NO. S-183-83 on the 13th day of Sept, 19 83.

ATTEST: (SEAL)

Sandra E. Kennedy
CITY CLERK

Bay A. Gibbons
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of Sept, 1983, at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
CITY CLERK

Approved and signed by me this 23rd day of Sept. 19 83, at the hour of 2 o'clock P.M.,E.S.T.

[signature]
WIN MOSES, JR. - MAYOR

73-146-3
8/12/83

CONTRACT

Res. No. #174-83

STATE OF INDIANA)
)
COUNTY OF ALLEN)

THIS AGREEMENT made and entered into this, the 12th day of August 19 83, by and between:

The City of Fort Wayne, Indiana

The party of the first part, termed in this agreement and the Contract Documents as the "Purchaser", and

The Weikel Line Co.

The part of the second part, termed in this agreement and Contract Documents as the "Contractor":

WITHESSETH:

THAT, WHEREAS, the Board of Public Works has heretofore caused to be prepared certain contract documents for furnishing labor and equipment and performing work therein fully described, and the Contractor did, on the 12th day of August, file with the Board of Public Works, a copy of said contract documents, together with his offer and terms therein fully stated and set forth, and,

WHEREAS, the said contract documents accurately and fully describe the terms and conditions upon which the Contractor is called for by the said contract documents and in the manner and time of furnishing and performing same.

IT IS THEREFORE, AGREED:

FIRST - That a copy of said contract documents filed as aforesaid be attached hereto and that the same do in all particulars become the agreement and contract between the parties hereto in all matters and things set forth therein and described, and further, that both parties hereby accept and agree to the terms and conditions of said contract documents so filed, for the following:

Hoagland - Masterson Phase II

in the amount of $10,528.80

SECOND - The Contract Documents hereto annexed are made a part of this agreement and contract as fully and as absolutely as if herein set out verbatim.

This contract consists of the following component parts all of which are as fully a part of this Contract as if herein set out verbatim, or if not attached, as if hereto attached:

1. Advertisement for bids
2. Instructions to bidders
3. Specifications and special provisions
4. Detailed specifications and addendum
5. Construction drawings
6. Application for cut permits into Fort Wayne street, county roads and/or State highways
7. Contractor's bid
8. Material list
9. Bidder's Bond
10. Non-Collusion Affidavit
11. Certificate in lieu of financial statement
12. Certificate in lieu of Equal Employment Statement and Affirmative Action Program
13. Affirmative Action Program
14. Minority/Female Employment Requirements
15. Equal Opportunity Clause
16. Street barricade maintenance information
17. Federal Labor Standards Provisions
18. Copeland "Anti Kick Back" Act (18 U.S.C. Sec. 874)
19. Davis Bacon Act
20. Federal Wage Scale
21. State Prevailing Wage Scale
22. Performance Bond
23. Manpower Utilization Report
24. Completion Affidavit
25. This Contract

In the event that any provisions in any of the above component parts of this contract conflicts with any provision in any other of the component parts, the figured dimensions and sizes should any part of the work, materials or apparatus be dimensioned or sized differently on different drawings or different parts of the same drawings, the larger or heavier sizes shall take precedence unless otherwise directed or corrected by the engineer.

THIRD - The unit prices agreed to in this contract will remain in effect until the work covered under this contract is completed.

FOURTH - This contract is executed in duplicate.

FIFTH - It is further stipulated that not less than the general prevailing rate of wages as ascertained by the City of Fort Wayne or the Indiana Department of Labor shall be paid to all workmen performing work on this contract.

SIXTH - It is further stipulated that Contractor shall pay all lawful claims or indebtedness which may accrue, by operation of law and otherwise, to any persons, firm or corporation on account of any labor or service performed or material furnished or service rendered, in the carrying forward, performing, and completing of said contract including subcontractors, laborers, materialmen, and those performing service on account of or directly in connection with the completion of said contract.

SEVENTH - It is further stipulated that any judgment rendered against the City of Fort Wayne or any official thereof, in any suits for damages for injury to real or personal property, or for any injury, sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen and that of the State Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation Acts, of the State of Indiana, now in force, relating to compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said Contractor, shall be conclusive against Contractor as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that Contractor indemnify and hold harmless City in the premises.

EIGHTH - The Contractor further agrees to be bounded by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978, a copy of which Section is attached, and incorporated herein and made a part hereof. (NE/1 - NE/3).

NINTH - The Contractor shall furnish a Performance Bond in a form acceptable to the City of Fort Wayne for the full value of the work.

IN FAITH WHEREOF, Witness the hands and seals of both parties on the day and year in this agreement first above written.

APPROVED:

MAYOR

Helen V. Gochenour
ATTEST: Clerk

BOARD OF PUBLIC WORKS

Billy R. Collins

CONTRACTOR:

THE WEIKEL LINE CO, INC

BY: D. A. Waldrop

V-Pres

BY:

Secretary

Approved in Form & Legality
By:

R. J. Snouffer
ASSOCIATE CITY ATTORNEY

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we THE WEIKEL LINE CO., INC.

as Principal, and the RELIANCE INSURANCE COMPANY

_____, a corporation organized under the laws of the State of INDIANA, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of Ten Thousand Five Hundred Twenty-Eight and 28/100 - Dollars ($10,528.28), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 12th day of August, 1983, enter into a contract with the City of Fort Wayne to construct

Erecting and installing street lights at Hoagland-Masterson Neighborhood Phase 2 - Resolution #174-83

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for one (1) year after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnity the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

THE WEIKEL LINE CO., INC.
(Contractor)

BY: Don Waldrop

ITS: V-Pres

ATTEST:

Ann M Smith

RELIANCE INSURANCE COMPANY

HEAD OFFICE, PHILADELPHIA, PENNSYLVANIA

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That the RELIANCE INSURANCE COMPANY, a corporation duly organized under the laws of the State of Pennsylvania, does hereby make, constitute and appoint Bernard M. Niezer, Gerald C. Kramer, Jr., Fred L. Tagtmeyer Walter E. Manske, Louis H. Andrews, William G. Niezer and Geroge A. Hannin, individually, of Fort Wayne, Indiana

its true and lawful Attorney-in-Fact, to make, execute, seal and deliver for and on its behalf, and as its act and deed any and all bonds and undertakings of Suretyship,

and to bind the RELIANCE INSURANCE COMPANY thereby as fully and to the same extent as if such bonds and undertakings and other writings obligatory in the nature thereof were signed by an Executive Officer of the RELIANCE INSURANCE COMPANY and sealed and attested by one other of such officers, and hereby ratifies and confirms all that its said Attorney(s)-in-Fact may do in pursuance hereof.

This Power of Attorney is granted under and by authority of Article VII of the By-Laws of RELIANCE INSURANCE COMPANY which became effective September 7, 1978, which provisions are now in full force and effect, reading as follows:

ARTICLE VII – EXECUTION OF BONDS AND UNDERTAKINGS

1. The Board of Directors, the President, the Chairman of the Board, any Senior Vice President, any Vice President or Assistant Vice President or other officer designated by the Board of Directors shall have power and authority to (a) appoint Attorneys-in-Fact and to authorize them to execute on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and (b) to remove any such Attorney-in-Fact at any time and revoke the power and authority given to him.

2. Attorneys-in-Fact shall have power and authority, subject to the terms and limitations of the power of attorney issued to them, to execute and deliver on behalf of the Company, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof. The corporate seal is not necessary for the validity of any bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

3. Attorneys-in-Fact shall have power and authority to execute affidavits required to be attached to bonds, recognizances, contracts of indemnity or other conditional or obligatory undertakings and they shall also have power and authority to certify the financial statement of the Company and to copies of the By-Laws of the Company or any article or section thereof.

This power of attorney is signed and sealed by facsimile under and by authority of the following Resolution adopted by the Board of Directors of RELIANCE INSURANCE COMPANY at a meeting held on the 5th day of June, 1979, at which a quorum was present, and said Resolution has not been amended or repealed:

> "Resolved, that the signatures of such directors and officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN WITNESS WHEREOF, the RELIANCE INSURANCE COMPANY has caused these presents to be signed by its Vice President, and its corporate seal to be hereto affixed, this 18th day of June 1981.

RELIANCE INSURANCE COMPANY

Vice President

STATE OF Pennsylvania
COUNTY OF Philadelphia } ss.

On this 18th day of June, 19 81 personally appeared Raymond MacNeil

to me known to be the Vice-President of the RELIANCE INSURANCE COMPANY, and acknowledged that he executed end attested the foregoing instrument and affixed the seal of said corporation thereto, and that Article VII, Section 1, 2, and 3 of the By-Laws of said Company and the Resolution, set forth therein, are still in full force.

My Commission Expires:

May 7, 19 84

Notary Public in and for State of Pennsylvania

Residing at Philadelphia

I, James F. Marckstein, Assistant Secretary of the RELIANCE INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by said RELIANCE INSURANCE COMPANY, which is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Company this 28th day of July 19 83.

Assistant Secretary

BDR-1431 Ed. 6/79

BILL NO. S-83-08-54

REPORT OF THE COMMITTEE ON CITY UTILITIES

WE, YOUR COMMITTEE ON City Utilities TO WHOM WAS REFERRED AN ORDINANCE approving a Contract by the City of Fort Wayne by and through its Board of Public Works and Weikel Line Company, Street Lighting Improvement Res. #174-83 - Hoagland-Masterson Neighborhood

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE DO PASS.

VICTURE L. SCRUGGS, CHAIRMAN — Victure Scruggs

SAMUEL J. TALARICO, VICE CHAIRMAN — Samuel J. Talarico

DONALD J. SCHMIDT

MARK E. GiaQUINTA

PAUL M. BURNS

Concurred in 9-13 Sandra E. Kennedy

Admn. Appr. _____

TITLE OF ORDINANCE Contract for St. Ltg. Res. 174-83, Hoagland-Masterson Nei. 6390

DEPARTMENT REQUESTING ORDINANCE Board of Public Works S-83-08-54

SYNOPSIS OF ORDINANCE This resolution is for the installation of ornamental street lighting in Hoagland Masterson Area, N.S.A. more specifically defined as Brandriff Street from Hoagland Avenue to Webster Street, Webster St. from Melita Street to Harrison Street, Masterson Avenue from Hoagland Avenue to Harrison. Weikel Line Co. Contractor.

Prior Approval Received Aug. 9, 1983

EFFECT OF PASSAGE Improvement of lighting in Hoagland-Masterson Nei.

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $10,528.80

ASSIGNED TO COMMITTEE